

"Landlord represents to Tenant that there will be recorded a mortgage to New York Life Insurance Company, 51 Madison Avenue, New York 10, New York, encumbering the demised premises, shortly following the completion of the store building. So long as said mortgage remains unsatisfied of record, Tenant agrees to notify said mortgagee of, and afford it a reasonable opportunity to make, such repairs before Tenant shall undertake to make them, provided, however, that in the case of emergency repairs necessary to protect Tenant's property in the store building, Tenant may proceed with such repairs forthwith but shall promptly notify the mortgagee thereof."

3. Said Lease shall be and the same is hereby amended by adding to paragraph numbered 18 an additional sentence, reading as follows:

"Tenant agrees that it will not voluntarily subordinate this Lease or its leasehold interest hereunder to any lien, encumbrance, agreement or obligation of the Landlord."

4. Said Lease shall be and the same is hereby amended by deleting in its entirety the first sentence of the first sub-paragraph of paragraph numbered 19, substituting in lieu thereof the sentence reading as follows:

"If any part of the demised premises in excess of ten percent (10%) thereof, or any lesser portion which would materially or substantially interfere with the conduct of Tenant's business therein, be taken for any public or quasi-public use, under any statute or by right of eminent domain, or private purchase in lieu thereof, the Tenant shall be entitled to termination of this Lease at its option, and any unearned rent or other charges paid in advance shall be refunded to the Tenant."

5. Said Lease shall be and the same is hereby amended by adding to paragraph numbered 28 the following four additional sub-paragraphs:

"Landlord agrees that it will impose on the entire shopping center of which the demised premises are a part a restrictive covenant, which shall be a first encumbrance thereon for the benefit of Tenant and all mortgagees of the premises hereby demised. Said restriction shall forbid anyone other than Tenant or its successors and assigns, during the term of this Lease or any renewal or extension thereof, from using any part of said shopping center as a supermarket, grocery store, meat, fish or vegetable market without Tenant's written consent.

"In the event of a violation of said restrictive covenant, Tenant agrees to notify in writing both Landlord and the holder of any first mortgage on the demised